

IN THE CIRCUIT COURT OF CRAWFORD COUNTY, ARKANSAS
DOMESTIC RELATIONS DIVISION

CRISTY HARP

PLAINTIFF

V.

CASE NO.: 17DR-18-188

KEVIN HARP

DEFENDANT

DECREE OF DIVORCE

NOW ON this 10th day of July, 2018, comes on for hearing Plaintiff's Complaint for an absolute Divorce from the Defendant. The Plaintiff, Cristy Harp, appearing by and through her attorney Lucas S. Gramlich of Medlock & Gramlich, LLP. The Defendant, Kevin Harp, having signed a Waiver of Service and Entry of Appearance, allowing this matter to proceed without any further notice to him, and by signing below, appears not. Upon the testimony of the Plaintiff, and other evidence presented to the Court, the Court finds as follows:

1. That the Plaintiff has been a resident of Crawford County, Arkansas, for more than sixty (60) days prior to the commencement of this action. That this Court has jurisdiction over the parties and subject matter herein.

2. That the Plaintiff and Defendant were lawfully married on or about May 31, 1995, and lived together as husband and wife until on or about May 4, 2017, at which time they separated and have lived separate and apart.

3. That the Plaintiff's grounds for divorce are general and personal indignities pursuant to Ark. Code Ann. § 9-12-301(3), which have occurred in this State within the past five (5) years.

4. There is one (1) minor child of the parties, namely K.H., date of birth June 7, 2005. That the Plaintiff is awarded custody of the parties' minor child, with the Defendant having visitation as follows: one mutually agreed upon day every other weekend from 9am-5pm, said visitation will be supervised by Paula Lafevers or the Plaintiff.

5. The Defendant shall pay child support in the sum and amount of sixty-two dollars and 00/100 (\$62.00) per week for support and maintenance of the parties' minor child. The Defendant's child support will be paid through the Arkansas Child Support Clearinghouse, the address of which is as follows: Child Support Enforcement Clearinghouse, State Disbursement Unit, P.O. Box 8124, Little Rock, Arkansas 72203. That, pursuant to A.C.A. § 9-14-218 (a)(3) an automatic income withholding shall be implemented immediately for the payment of child support. That the Defendant shall notify Plaintiff of current employer and all future employers of said income withholding and shall execute any and all documents necessary to accomplish the same. That the Defendant's employer shall make the checks payable to Plaintiff and shall mail same to the Child Support Enforcement Clearinghouse, State Disbursement Unit, P.O. Box

8124, Little Rock, Arkansas 72203. That it is ultimately the responsibility of the Defendant to see that the child support obligation is paid. That the Defendant shall make payments directly to Child Support Enforcement Clearinghouse, State Disbursement Unit, P.O. Box 8124, Little Rock, Arkansas 72203 during any period when Defendant's employer or other payee is not sending payments. That Defendant's employer and any subsequent employers or payors having funds, income, salary or wages due the Defendant, are directed to withhold from said monies due per week.

That the Defendant's employer is directed that the aforesaid withholding cannot be in excess of the maximum amount allowed under § 303 (b) of the Consumer Credit Protection Act. That the employers may deduct a fee not to exceed \$2.50 per payment in addition to the Court-ordered amount as an offset against the administrative costs incurred by the employer. That the employer may be subject to a fine of up to \$50.00 per day for discharging an employee from employment or for refusing to employ or for taking disciplinary action against any employee because of the wage withholding. That the employer can further be liable for any amounts up to the accumulated amount which would have been withheld as child support, but which the employer failed to withhold in accordance with this Order. That this wage withholding for child support takes priority over any other legal process against the same income.

NOTIFICATION TO NON-CUSTODIAL PARENT

Pursuant to Act 1779 of 2001, the non-custodial parent is hereby notified that failure to pay child support or to visit the child or children of this action may provide the custodial parent with the right to initiate proceedings to terminate the parental rights of the non-custodial parent. If the non-custodial parents parental rights are terminated, the obligation to pay child support will continue until an interlocutory decree of adoption is entered. The non-custodial parent will remain responsible for all child support arrearages that accrued prior to the date of the entry of the interlocutory decree of adoption

6. That the parties shall follow the Court's Standard Order Regarding Children's Medical and Dental Expenses. Attached hereto as Exhibit "A" and incorporated herein word for word as if it were a part of this pleading is a true and correct copy of said Order.

7. That the Plaintiff has a home located at 739 Clear Creek Road, Alma, AR 72921; Plaintiff will keep this home. That within thirty (30) days from the entry of this Decree, the Defendant will sign a Quitclaim deed relinquishing any/all rights he may have, if any, in said home.

8. The personal property will be divided as follow:

- The Plaintiff will receive the 2014 Jeep Patriot, and 2003 Ford Ranger, be responsible for any and all debt thereon, if any, and agrees to hold the Defendant harmless on same.
- The Defendant will receive the utility trailer, be responsible for any and all debt thereon, if any, and agrees to hold the Plaintiff harmless on same.
- Each party will sign any and all paperwork to effectuate the transfer of said vehicles and utility trailer within thirty (30) days from the entry of this Decree.
- All household furnishings shall remain with the home.

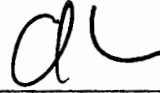
9. That the parties will keep all other personal property currently in their respective possession, and be responsible for any debts thereon, if any.

10. That the parties will be responsible for any and all debts in their respective name not mentioned herein, and agrees to hold the other party harmless on same, if any.

11. That the Court's restraining Orders are made permanent herein and the parties hereto shall be permanently enjoined and restrained from harassing or molesting one another.

12. The Court retains jurisdiction over the parties hereto and the subject matter herein for such further orders as may be necessary.

IT IS SO ORDERED, ADJUDGED AND DECREED.



HONORABLE CHARLES BAKER
DISTRICT JUDGE



CRISTY HARP,
Plaintiff



KEVIN HARP
Defendant

IN THE CIRCUIT COURT OF CRAWFORD COUNTY, ARKANSAS
TWENTY-FIRST JUDICIAL DISTRICT
DOMESTIC RELATIONS DIVISION

STANDARD ORDER REGARDING
CHILDREN'S MEDICAL AND DENTAL EXPENSES

FILED
CRAWFORD COUNTY
CLERK
2009 JAN -2 AM 8:02
BY *[Signature]*

This Order will become effective in specific cases only when attached to and incorporated by reference in a separate order or decree.

1. Unless otherwise ordered* each parent shall be responsible for one-half of the child's or children's medical, dental, orthodontic, counseling, prescription drug and eyeglass expenses not covered by either party's insurance, including annual and percentage insurance deductibles.

2. Both parents shall obtain whatever medical and dental insurance is available at his or her place of employment, at reasonable cost.

3. If either parent fails to obtain the insurance referred to above and the same is available at his or her place of employment at reasonable cost, the Court may find that parent responsible for all of the expenses which insurance would have covered, in addition to finding him or her in contempt. Likewise, any parent who fails to cooperate with the other parent in furnishing insurance forms, I.D. cards, medical provider's billing statements, etc. necessary to obtain insurance benefits may be found liable for any expense which would have been covered but was not due to the omission, as well as being found in contempt.

4. The non-custodial parent's insurance shall be considered primary and the custodial parent's insurance shall be considered secondary.

IT IS SO ORDERED this 2nd day of January, 2009.

CLERK'S CERTIFICATE

I, Sharon L. Blount, Clerk of the Circuit Court,
do hereby certify that the foregoing is a full, true
and correct copy of the original Order, recorded
in Domestic Relations Book 2009, page 10
Crawford County, Arkansas. IN TESTIMONY
WHEREOF, witness my hand and seal of this office
this 2nd day of January, 2009.

[Signature: Sharon L. Blount]

[Signature: Gary R. Cottrell]
Honorable Gary R. Cottrell
Circuit Judge, Division I

[Signature: Mike Medlock]
Honorable Mike Medlock
Circuit Judge, Division II

* This Court will consider "otherwise ordering" when it is convinced some or all of the terms of this order would be inequitable in a specific case due to such factors, for example, as where one of the parents can easily afford to be responsible for all of the above-described expenses, whereas part of all of such expenses would be extremely burdensome on the other parent. The Court will also consider an exception where the custodial parent can obtain insurance at a substantially less cost than the non-custodial parent can obtain insurance. No exception, however, will be in effect unless ordered by the Court.

EXHIBIT

A